Case 16-17867-amc Doc 47 Filed 09/07/17 Entered 09/08/17 01:12:56 Desc Imaged

Certificate of Notice Page 1 of 5
United States Bankruptcy Court States Bankruptčy Eastern District of Pennsylvania

In re: Jason A. Pratt Debtor Case No. 16-17867-amc Chapter 13

CERTIFICATE OF NOTICE

District/off: 0313-2 User: John Page 1 of 1 Date Rcvd: Sep 05, 2017 Form ID: pdf900 Total Noticed: 6

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on

Sep 07, 2017.

db +Jason A. Pratt, 535 Summer Hill Drive, Gilbertsville, PA 19525-8884

13848460 +MidFirst Bank, 999 NorthWest Grand Boulevard, Oklahoma City, OK 73118-6051

Philadelphia, PA 19102-1595

E-mail/Text: RVSVCBICNOTICE1@state.pa.us Sep 06 2017 02:44:02 smg

Pennsylvania Department of Revenue, Bankruptcy Division, P.O. Box 280946,

Harrisburg, PA 17128-0946

+E-mail/Text: usapae.bankruptcynotices@usdoj.gov Sep 06 2017 02:44:07 U.S. Attorney Office, smq c/o Virginia Powel, Esq., Room 1250, 615 Chestnut Street, Philadelphia, PA 19106-4404 E-mail/PDF: gecsedi@recoverycorp.com Sep 06 2017 02:53:54 Synchrony Bank,

+E-mail/PDF: gecsedi@recoverycorp.com Sep 06 2017 02:53:54

cr c/o PRA Receivables Management, LLC, PO Box 41021, Norfolk, VA 23541-1021

TOTAL: 4

***** BYPASSED RECIPIENTS *****

NONE. TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Sep 07, 2017 Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on September 5, 2017 at the address(es) listed below:

BRIAN CRAIG NICHOLAS on behalf of Creditor MIDFIRST BANK bnicholas@kmllawgroup.com,

bkgroup@kmllawgroup.com

MATTEO SAMUEL WEINER on behalf of Creditor MIDFIRST BANK bkgroup@kmllawgroup.com MATTEO SAMUEL WEINER on behalf of Creditor VW Credit, Inc. bkgroup@kmllawgroup.com MICHAEL SETH SCHWARTZ on behalf of Debtor Jason A. Pratt msbankruptcy@verizon.net REBECCA ANN SOLARZ on behalf of Creditor MIDFIRST BANK bkgroup@kmllawgroup.com

THOMAS I. PULEO on behalf of Creditor VW Credit, Inc. tpuleo@kmllawgroup.com,

bkgroup@kmllawgroup.com

United States Trustee USTPRegion03.PH.ECF@usdoj.gov

WILLIAM C. MILLER, Esq. ecfemails@ph13trustee.com, philaecf@gmail.com

WILLIAM C. MILLER, Esq. on behalf of Trustee WILLIAM C. MILLER, Esq. ecfemails@ph13trustee.com,

philaecf@gmail.com

TOTAL: 9

Case 16-17867-amc Doc 47 Filed 09/07/17 Entered 09/08/17 01:12:56 Desc Imaged Certificate of Notice Page 2 of 5

IN THE UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Jason A. Pratt	<u>Debtor</u>	CHAPTER 13
MIDFIRST BANK	<u>Movant</u>	
vs.	WOYCHIL	NO. 16-17867 AMC
Jason A. Pratt	<u>Debtor</u>	
Melissa Pratt	Co-Debtor	11 U.S.C. Section 362
William C. Miller	<u>Trustee</u>	

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

The post-petition arrearage on the mortgage held by the Movant on the Debtor's 1. residence is \$14,466.29, which breaks down as follows;

Post-Petition Payments:

April 1, 2017 to August 1, 2017 at \$2,634.93/month

Late Charges:

April 2017 to August 2017 at \$69.33/month

Suspense Balance:

\$86.01

Fees & Costs Relating to Motion: \$1,031.00

Total Post-Petition Arrears

\$14,466.29

- 2. The Debtor shall cure said arrearages in the following manner:
- a). Within seven (7) days of the filing of this Stipulation, Debtor shall file a Motion to modify the Debtor's Chapter 13 Plan to include the post-petition arrears of \$14,466.29.
- b). Movant shall file an Amended or Supplemental Proof of Claim to include the post-petition arrears of \$14,466.29 along with the pre-petition arrears;
- c). The new 410A form for a Proof of Claim shall not be required for this Amended or Supplemental Proof of Claim.
- Beginning with the payment due September 1, 2017 and continuing thereafter, 3. Debtor shall pay to Movant the present regular monthly mortgage payment of \$2,634.93 (or as adjusted pursuant to the terms of the mortgage) on or before the first (1st) day of each month (with late charges being assessed after the 15th of the month).

Case 16-17867-amc Doc 47 Filed 09/07/17 Entered 09/08/17 01:12:56 Desc Imaged Certificate of Notice Page 3 of 5

- 4. Should Debtor provide sufficient proof of payments made, but not credited (front & back copies of cancelled checks and/or money orders), Movant shall adjust the account accordingly.
- 5. In the event the payments under Section 3 above are not tendered pursuant to the terms of this stipulation, Movant shall notify Debtor and Debtor's attorney of the default in writing and the Debtor may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor should fail to cure the default within fifteen (15) days, Movant may file a Certification of Default with the Court and the Court shall enter an Order granting Movant immediate relief from the automatic stay and waiving the stay provided by Bankruptcy Rule 4001(a)(3).
- 6. If the case is converted to Chapter 7, Movant shall file a Certification of Default with the Court and the Court shall enter an order granting Movant relief from the automatic stay.
- 7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.
- 8. The provisions of this stipulation do not constitute a waiver by Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.
 - The parties agree that a facsimile signature shall be considered an original signature.

Date:	August 9, 2017	By: /s/ Rebecca A. Solarz, Esquire Rebecca A. Solarz, Esquire Attorney for Movant
		KML Law Group, P.C. 701 Market Street, Suite 5000
		Philadelphia, PA 19706-1532
Date:_	8-28-17	(215)/627-1322 (AX (215) 627-7/34 Michael Seth Schwartz
Date:		Attorney for Debtors
Date		William C. Miller
		Chapter 13 Trustee

Case 16-17867-amc Doc 47 Filed 09/07/17 Entered 09/08/17 01:12:56 Desc Imaged Certificate of Notice Page 4 of 5

- 4. Should Debtor provide sufficient proof of payments made, but not credited (front & back copies of cancelled checks and/or money orders), Movant shall adjust the account accordingly.
- 5. In the event the payments under Section 3 above are not tendered pursuant to the terms of this stipulation, Movant shall notify Debtor and Debtor's attorney of the default in writing and the Debtor may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor should fail to cure the default within fifteen (15) days, Movant may file a Certification of Default with the Court and the Court shall enter an Order granting Movant immediate relief from the automatic stay and waiving the stay provided by Bankruptcy Rule 4001(a)(3).
- 6. If the case is converted to Chapter 7, Movant shall file a Certification of Default with the Court and the Court shall enter an order granting Movant relief from the automatic stay.
- 7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.
- 8. The provisions of this stipulation do not constitute a waiver by Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.
 - 9. The parties agree that a facsimile signature shall be considered an original signature.

Date: August 9, 2017

By: /s/ Rebecca A. Solarz, Esquire
Rebecca A. Solarz, Esquire
Attorney for Movant
KML Law Group, P.C.
701 Market Street, Suite 5000
Philadelphia, PA 19106-1532
(215) 627-1322 FAX (215) 627-7734

Date:		
		Michael Seth Schwartz
		Attorney for Debtors
Date:	8-29-17	and I
_		William C. Miller MCK MILLER
		Chapter 13 Trustee

Case 16-17867-amc Doc 47 Filed 09/07/17 Entered 09/08/17 01:12:56 Desc Imaged Certificate of Notice Page 5 of 5

Approved by the Court this <u>5th</u> day of <u>September</u> retains discretion regarding entry of any further order.

____, 2017. However, the court

Ashely M. Chan Bankruptcy Judge